

PUBLIC WORKS AGREEMENT

WATER & SEWER

It is hereby agreed this _____ day of _____, 200__, by and between the BOARD OF COUNTY COMMISSIONERS OF FREDERICK COUNTY, MARYLAND, a body politic and corporate of the State of Maryland, having its principal offices at Winchester Hall, City of Frederick, State of Maryland, hereinafter referred to as "COUNTY" and _____ hereinafter referred to as the "DEVELOPER," as follows:

1. The Developer is the legal owner of certain lands in Frederick County, State of Maryland, described as:

2. That easements to the County for all areas where public sewer and water collection, transport and treatment facilities (hereinafter referred to as "Systems"), and any deeds to the County for sewer or water facilities for treatment plants, pumping stations and the like or other sites needed for the systems must be recorded among the Land Records of Frederick County, Maryland at the expense of the Developer prior to the construction of systems.

3. The Developer has applied to the County for the construction of the necessary permanent sewerage collection facilities and a permanent water supply and distribution system to serve the above subject property. The County shall construct the necessary systems to serve the subject property at the expense of the Developer, and thereafter the County shall own and operate said systems. The Developer agrees to convey or sign any future agreements needed to fulfill the terms of this Agreement.

4. The design of the systems has been undertaken by the Developer, and once approved by the County, all construction of the systems shall be in accordance with the standard specifications and details of the County.

5. The Developer agrees that all costs and expenses incurred by the County in connection with review, approval and design of engineering, construction, inspection, and any other costs incurred in relation to this project shall be borne by the Developer, payable as follows:

a. The Developer shall pay to the County the amount of the construction contract price plus fifteen percent (15%) for contingencies prior to the execution of the construction contract or the Developer shall arrange for a letter of credit or other financial arrangement approved by the County to assure the completion of the project and the payment of all costs by the Developer. Any such financial assurances of completion must be with a financial institution with an office in the State of Maryland and the assurance shall not expire sooner than one (1) year after the acceptance by the County of the project. In any event, the arrangement with the financial institution shall provide that the County shall be authorized to withdraw part or all of the funds to pay the contractor. If cash payment in

advance is given, these funds will be put in an interest bearing escrow account, with the interest paid to the Developer by the County within a reasonable time after interest is credited to the account by the financial institution. The County will withdraw the gross amount of the periodic payment estimates from the escrow account, pay the contractor, and notify the Developer of this transaction. Any unused portion of the construction advance will be refunded to the Developer after the construction has been completed and accepted by the County. If the cost of the construction exceeds the advance, the Developer shall pay the additional monies necessary as billed by the County and prior to acceptance or operation of the systems by the County.

b. The Developer will pay a design review fee for the review of the design plans for the systems, in advance, in accordance with the fee schedule attached hereto and made a part of this contract.

c. The Developer will pay inspection fees prior to the execution of the contract in accordance with the fee schedule of the County attached hereto and made part of this contract.

6. A construction permit shall be issued by the County before construction begins.

7. It is understood and agreed that the County may wish to install systems in excess of those required to serve the Developer's project. In any event, the County may request information from Developer's contractor of the cost to accomplish both purposes, and the County will pay the cost of the systems (oversizing) in excess of that needed to construct the systems necessary to serve the Developer's project.

8. The Developer shall pay the prevailing connection fees for water and/or sewer service for each equivalent unit, as calculated by the County, to be connected to any system prior to the approval of plumbing or building permits.

9. If the Developer complies with the above applicable conditions, the County shall award the Contract to the Developer's contractor. If for any reason such award is not made, all unspent and uncommitted funds of the Developer remaining in the hands of the County will be returned to the Developer.

10. In the construction of the systems:

a. The County shall have the sole right to approve change orders relating to the construction of the system. A copy of such change orders shall be transmitted to the Developer. However, approval of change orders requested by the Developer will not unreasonably be withheld by the County.

b. The County shall not be liable to the Developer for any delay or default or for any other reason in the construction of the project.

11. The Developer shall not have the right to assign this Agreement without approval of the County.

12. Every notice, approval, consent or other communication authorized or required by this Agreement shall be effective if the same is in writing and sent, postage prepaid, by United States mail, directed to the other party at their addresses hereinafter mentioned, or such other address as either of the parties may designate by notice given from time to time in accordance with this paragraph. Notices necessary and provided in this Agreement shall be mailed to:

For the County:

Board of County Commissioners of Frederick County
Attention: Division of Utilities & Solid Waste Management
4520 Metropolitan Court
Frederick, Maryland 21704

For the Developer:

13. This Agreement may be executed in several counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.

14. This Agreement sets forth all of the promises, agreements, conditions and understandings between the County and the Developer relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either written or oral, expressed or implied, between them or other than as herein set forth. Except as herein otherwise specifically provided, no subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the County or Developer unless reduced to writing and signed by each party.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officials and their

proper corporate seals to be hereto affixed, on the date and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MARYLAND

_____ By: _____ (SEAL)
President

ATTEST:

Company Name

_____ By: _____ (SEAL)
Authorized signer name and title